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September 23, 2009

VIA ECF

Hon. Roanne L. Mann
United States Magistrate Judge
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: Shawn Shelton v. Turkish Airlines
Case No.: 09-CV-308 (FB)(RLM)
C&F Ref.: 9180/63285

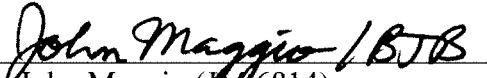
Dear Judge Mann:

The undersigned are counsel for defendant Turkish Airlines.

Based upon the Court's Order dated September 22, 2009 (DE #47), we are writing to request Court approval to pay the settlement funds solely to the "Thatcher A. Stone Lawyer Trust Account" in accordance with the second paragraph of the General Release (see attached redacted copy) without also listing plaintiff Shawn Shelton as a payee on the settlement check.

Respectfully submitted,

CONDON & FORSYTH LLP
Attorneys for Defendant
Turkish Airlines

By: 
John Maggio (JM 6814)

Enclosure

Cc : Thatcher A. Stone, Esq. (via ECF and email)
Todd M. Sloan, Esq. (via email)
Attorneys for Plaintiff
Shawn Shelton

Bartholomew J. Banino, Esq.
Roderick D. Margo, Esq.

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that SHAWN SHELTON (hereinafter "Releasor"), for and in consideration of [REDACTED] the receipt and sufficiency whereof is hereby acknowledged, does hereby release and forever discharge and acquit TURK HAVA YOLARI A.O., TURKISH AIRLINES, INC., and all of their subsidiaries, parent companies, divisions, corporations, joint ventures, related or affiliated companies, successors, directors, officers, agents, employees, servants, and all of their Underwriters and participating insurance companies and their adjusters, investigators and attorneys, and any and all other persons or entities who are liable or who might be claimed to be liable (hereinafter "Releasees"), of and from any and all claims, causes of action, suits, liability, or liens of any kind or nature whatsoever, which Releasor ever had, now has, or may have against the Releasees, for or on account of any claims, losses or damages allegedly resulting from the transportation and alleged delay of Releasor in August and September 2007 and the subject of a civil action in the U.S. District Court for the Eastern District of New York with Civil Action No. 09CV308(FB)(RLM) (the "Incident").

Releasor acknowledges that upon final payment in full of [REDACTED] by check payable to "Thatcher A. Stone Lawyer Trust Account" within two (2) business days after receipt of this executed General Release this is a full and final compromise, adjustment, and settlement of any and all claims against the Releasees and that Releasor is forever giving up his rights to any claims whatsoever against the Releasees for any injuries or damages, known or unknown, in the past, present and future arising from the Incident. The provisions of any state, federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries, damages, losses or liabilities which are unknown or unsuspected to exist at the time herein to

persons executing such releases, are hereby expressly waived. Releasor also acknowledges that this settlement is not an admission of liability or fault as to any claims alleged by Releasor.

Releasor hereby declares that the terms of the General Release have been completely read and fully understood, and that the terms of the settlement are voluntarily accepted for the purpose of making a full and final compromise and settlement of all of Releasor's claims against Releasees, and also for the express purpose of precluding forever any further or additional claims against the Releasees or anyone else arising out of the Incident. The consideration set forth herein is, when fully and finally paid, in full satisfaction of any and all past, present and future claims against Releasees, arising out of the Incident.

Releasor hereby agrees to compromise, settle, pay, and otherwise dispose of any and all outstanding and future liens and assignments arising from this matter, including but not limited to, all subrogation rights, deductible insurance, attorney's fees, costs, and any and all other claims of whatsoever nature arising from the Incident. Releasor hereby stipulates and agrees to defend, protect, indemnify and hold forever harmless the Releasees from any and all claims, losses or liabilities resulting from any such lien, assignment or claim which may be hereinafter brought against Releasees by any other person or entity, arising out of the Incident.

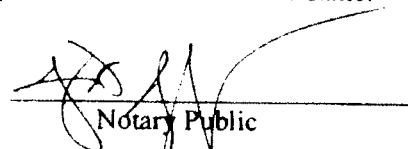
It is further declared and represented that no promises or agreements or assignments not herein expressed have been made and that this General Release contains the entire agreement between the parties hereto and that the terms of this General Release are contractual and not a mere recital.

IN WITNESS WHEREOF, I have hereunto set my signature this 16 day of September, 2009.


SHAWN SHELTON

COUNTRY OF Kingdom of Thailand)
 Bangkok Metropolis)
PROVINCE OF Embassy of the United States) S.S.:
 of America)

On 16 SEP 2009, 2009, before me personally came SHAWN
SHELTON, known to me to be the individual described herein and who executed the foregoing
General Release of all claims, and duly acknowledged to me that he executed same.



Notary Public
JAMES GALLAGHER

**Vice Consul of the
United States of America**

Indefinite